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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JANET JOHNSON, an individual,

Plaintiff,

Case No.: 2:12-cv-00726-JCM-VCF

vs.

12 WYNN LAS VEGAS, LLC, a domestic
13 corporation; DOES I through X and ROE
CORPORATIONS I through X, inclusive,

Defendant.

IT IS HEREBY STIPULATED, AGREED AND UNDERSTOOD by Plaintiff Janet Johnson (“Plaintiff”) and Defendant Wynn Las Vegas, LLC (“Wynn”), as follows:

18 1. Discovery in the above-entitled action may involve documents, photographs,
19 video, or other information of a proprietary and non-public nature, and that the parties consider
20 confidential or highly confidential.

21 2. Pursuant to FRCP 26(c), good cause exists for the issuance of a protective order
22 governing the handling of certain documents, photographs, video, or other information.

23 3. This Order shall be applicable to and govern all confidential or highly confidential
24 information in any form (including without limitation information contained in or on any
25 tangible thing) produced or disclosed by or on behalf of any party to this litigation, in connection
26 with this Case No. 2:12-cv-00726-JCM-VCF (“Action”).

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1 4. The following definitions shall apply:

2 a. “CONFIDENTIAL INFORMATION” shall mean documents,
3 photographs, video, or other information designated as
4 “CONFIDENTIAL” by a Producing Party, who in good faith believes the
5 documents, photographs, video, or other information constitutes or include
6 proprietary or non-public information that: (i) is used by the party in, or
7 pertaining to, its business; (ii) is not generally known by the general
8 public; and (iii) the party normally would not reveal to third parties or, if
9 disclosed, would require such third parties to maintain in confidence.

10 b. “HIGHLY CONFIDENTIAL INFORMATION” shall mean documents,
11 photographs, video, or other information designated thereon as “HIGHLY
12 CONFIDENTIAL” by a Producing Party, who in good faith believes the
13 documents, photographs, video, or other information are particularly or
14 especially sensitive and confidential that the Producing Party has and other
15 discovery materials which the Producing Party considers so sensitive or
16 confidential that added protections are warranted.

17 c. “Producing Party” shall mean the parties, person or entity producing
18 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
19 INFORMATION or giving testimony in this Action regarding or relating
20 to CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
21 INFORMATION which has been designated as CONFIDENTIAL or
22 HIGHLY CONFIDENTIAL subject to this Protective Order.

23 d. “Recipient” shall mean the party, person or entity who has agreed in
24 writing to be subject to this Protective Order to whom the Producing Party
25 makes available CONFIDENTIAL INFORMATION or HIGHLY
26 CONFIDENTIAL INFORMATION. Recipient shall include those
27 persons or entities identified in Sections 7 and 8.

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1 e. "Disclose" shall mean the transfer or delivery to a party, person or entity
 2 of the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 3 INFORMATION, permitting the inspection or review of the
 4 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 5 INFORMATION, or communicating the contents of the CONFIDENTIAL
 6 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION.

7 5. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 8 INFORMATION shall be used by the parties in this Action solely for the purpose of this Action,
 9 and not for any other purpose whatsoever.

10 6. It is the intention of the parties that the designation of documents, photographs,
 11 video, or other information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" be used
 12 narrowly, and with the most limited use possible.

13 7. Information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL,"
 14 and any copies, excerpts or summaries thereof, and any further information derived therefrom,
 15 shall not be revealed, disclosed or otherwise made known to persons other than those specified
 16 below or in any manner other than as specified below:

17 a. *The Court*—Any party may disclose and submit CONFIDENTIAL
 18 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to the
 19 Court, including all persons employed by the Court. Any
 20 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
 21 INFORMATION, and information derived therefrom, which are filed with
 22 the Court shall be filed in accordance with Paragraph 13 of this Stipulated
 23 Protective Order.

24 b. *Outside Counsel*—CONFIDENTIAL INFORMATION and HIGHLY
 25 CONFIDENTIAL INFORMATION may be disclosed to outside counsel
 26 for the parties in this action, including counsel's employees and outside
 27 contractors used to perform clerical functions.

c. *Receiving Parties*—CONFIDENTIAL INFORMATION may be disclosed (1) to in-house counsel and (2) to other employees of a Receiving Party whose participation in the prosecution or defense of the action, is necessary in the good faith assessment of counsel for the Receiving Party.

d. *Expert Witnesses*—CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION may be disclosed to outside experts retained to work on this action, including employees of such experts and persons providing clerical or support services. The parties agree that before any HIGHLY CONFIDENTIAL INFORMATION is provided to an expert witness, the Receiving Party must obtain written consent from the Producing Party, which consent will not be unreasonably refused. The parties agree that such persons shall agree in writing in a form substantially similar to **Exhibit “A”** attached hereto in advance of receiving any HIGHLY CONFIDENTIAL INFORMATION to be subject to its terms.

e. *Employees And Former Employees Of The Producing Party—*
CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION of the Producing Party may be disclosed by the Receiving Party during any deposition in this action or at trial of the action to any employee of the Producing Party or its affiliates and any former employee of the Producing Party or its affiliates who was employed by the Producing Party or its affiliates (1) on the date the document was prepared or dated, or (2) on the dates to which the information relates. Such information may also be disclosed to any attorney representing such person at his or her deposition. The parties agree that before any HIGHLY CONFIDENTIAL INFORMATION is disclosed to any employees of the Producing Party pursuant to this paragraph, the

1 Receiving Party must obtain written consent from the Producing Party,
2 which consent will not be unreasonably refused.

3 f. *Non-parties*—CONFIDENTIAL INFORMATION may be disclosed
4 during any deposition in the action or at trial of the actions to a non-party
5 witness (and any attorney representing such person at his or her
6 deposition).

7 g. *Court Reporters*—CONFIDENTIAL INFORMATION and HIGHLY
8 CONFIDENTIAL INFORMATION may be disclosed to court reporters
9 rendering court reporting services for depositions or the trial in the Civil
10 Actions, including the employees of such court reporters.

11 8. Recipients are prohibited from disclosing CONFIDENTIAL INFORMATION or
12 HIGHLY CONFIDENTIAL INFORMATION except as permitted by this Protective Order.

13 9. Recipients of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
14 INFORMATION hereby agree to be subject to the jurisdiction of this Court for the purpose of
15 any proceedings relating to CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
16 INFORMATION protected by this Protective Order.

17 10. The Recipient of any CONFIDENTIAL INFORMATION or HIGHLY
18 CONFIDENTIAL INFORMATION shall maintain such information in a secure and safe area
19 and shall exercise the same standard of due and proper care with respect to the storage, custody,
20 use and/or dissemination of such information as is exercised by the recipient with respect to its
21 own proprietary information.

22 11. In the event any Recipient to whom CONFIDENTIAL INFORMATION or
23 HIGHLY CONFIDENTIAL INFORMATION has been disclosed is no longer involved in this
24 Action, said Recipient shall return all CONFIDENTIAL INFORMATION and/or HIGHLY
25 CONFIDENTIAL INFORMATION to the Producing Party. The Recipient shall remain subject
26 to the provisions of this Protective Order.

27 12. CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
28 INFORMATION shall be designated as such by the Producing Party as follows:

1 a. *Documents (including documents or information included in discovery*
2 *responses)*—Documents shall be designated as CONFIDENTIAL
3 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION by
4 placing or affixing on the document, or on a label associated with the
5 document, in a manner that will not interfere with its legibility, the
6 designation “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” A
7 Designation on the first page of the document is sufficient to bring the
8 entire documents within the scope of this Order.

9 b. *Non-documentary information*—In the event any CONFIDENTIAL
10 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is
11 disclosed by a Producing Party in electronic, photographic or other non-
12 documentary form, the “CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL” designation shall be placed on the jacket, cover or
14 container in which the non-documentary CONFIDENTIAL
15 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is
16 produced. The Recipient shall maintain the non-documentary
17 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
18 INFORMATION in the marked jacket, cover or container, and shall in
19 good faith take such steps necessary to ensure that the non-documentary
20 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
21 INFORMATION is not disclosed except as provided in this Protective
22 Order.

23 c. *Testimony*—The Producing Party may designate testimony or exhibits as
24 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
25 INFORMATION by making a statement to that effect on the record when
26 the testimony is given or by identifying, by reference to pages and lines,
27 the portions of the transcript that reflect CONFIDENTIAL
28 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION. In

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1 addition, corrections, additions, or deletions to portions of a transcript that
2 the designating party wishes to designate as CONFIDENTIAL
3 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION may
4 be identified by page and line references. Designations made after a
5 deposition shall be made by written notice served on all counsel of record.
6 For thirty days after the receipt, the entire transcript of any deposition
7 shall be treated as CONFIDENTIAL INFORMATION, except that any
8 portions of testimony designated HIGHLY CONFIDENTIAL
9 INFORMATION at the time of and during the deposition shall be treated
10 as such. If testimony is designated as CONFIDENTIAL INFORMATION
11 or HIGHLY CONFIDENTIAL INFORMATION, the parties' counsel and
12 the court reporter who transcribes the deposition testimony shall make
13 reasonable arrangements to maintain the confidentiality of any deposition
14 testimony or exhibits designated as CONFIDENTIAL INFORMATION or
15 HIGHLY CONFIDENTIAL INFORMATION in accordance with the
16 terms of this Order.¹ These arrangements may include the marking of
17 transcript pages, covers or exhibits, and other measures to preclude the
18 disclosure of CONFIDENTIAL INFORMATION or HIGHLY
19 CONFIDENTIAL INFORMATION to other than qualified persons.

20 d. In the event that documents, photographs, video, or other information that
21 may contain CONFIDENTIAL INFORMATION or HIGHLY
22 CONFIDENTIAL INFORMATION are made available for inspection,
23 upon prior written notice by the Producing Party, the party inspecting the
24 documents and/or information shall treat all documents and information
25 produced as CONFIDENTIAL INFORMATION or HIGHLY
26 CONFIDENTIAL INFORMATION until selected copies are furnished.

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28 ¹ This does not apply to proceedings that the Court recorder records and transcribes.

1 There will be no waiver of confidentiality by the inspecting of
2 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
3 INFORMATION before it is copied and marked "CONFIDENTIAL" or
4 "HIGHLY CONFIDENTIAL."

5 e. A Producing Party shall mark as "CONFIDENTIAL" or "HIGHLY
6 CONFIDENTIAL" any CONFIDENTIAL INFORMATION or HIGHLY
7 CONFIDENTIAL INFORMATION prior to or contemporaneously with
8 production and delivery of copies to the Recipient. Unless designated as
9 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
10 INFORMATION, all documents, photographs, video, or other information
11 produced shall be considered non-confidential after production.

12 f. In the event that a Producing Party determines that documents,
13 photographs, video, or other information delivered to a Recipient were
14 inadvertently produced and not designated as CONFIDENTIAL
15 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, the
16 Producing Party shall provide notice in writing to the Recipient, and the
17 Recipient shall mark as CONFIDENTIAL or HIGHLY CONFIDENTIAL
18 those documents, photographs, video, or other information identified,
19 which shall be deemed CONFIDENTIAL INFORMATION or HIGHLY
20 CONFIDENTIAL INFORMATION and the Recipient shall treat that
21 information in accordance with this Protective Order from and after the
22 date of receipt of written notice.

23 g. Any Producing Party's inadvertent or unintentional failure to designate
24 documents, photographs, video, or other information as CONFIDENTIAL
25 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall
26 not be deemed a waiver in whole or in part of that Producing Party's claim
27 of confidentiality, so long as the Producing Party provides the written
28 notification discussed in "f." above within a reasonable time after learning

that the confidential information was inadvertently or unintentionally produced without an appropriate confidentiality designation.

3 13. Any material designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL", if
4 filed with this Court, shall be filed under seal pursuant to proceedings that adhere to the Nevada
5 Rules for Sealing and Redacting Court Records, Supreme Court Rules Part VII. If this Court
6 enters written findings that the sealing of the material is justified, the material will remain under
7 seal, but the material will be unsealed if, after considering the Nevada Rules for Sealing and
8 Redacting Court Records, this Court denies the filing Party's concurrent request to seal the
9 material. The Party filing any paper which reflects, contains or includes any material designated
10 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" subject to this Protective Order shall also
11 file a concurrent motion to seal the material pursuant to the Nevada Rules for Sealing and
12 Redacting Court Records and shall temporarily file the "CONFIDENTIAL" or "HIGHLY
13 CONFIDENTIAL" material in a sealed envelope bearing a statement substantially in the
14 following form until such time as this Court has considered the motion: "This envelope contains
15 material subject to a Protective Order of this Court. Pursuant to the Protective Order,
16 proceedings have been initiated according to the Nevada Rules for Sealing and Redacting Court
17 Records, Supreme Court Rules Part VII. Unless this Court finds that there are no grounds to seal
18 or redact the enclosed material, the contents of this envelope should not be disclosed, revealed or
19 made public."

20 14. Copies of any CONFIDENTIAL INFORMATION or HIGHLY
21 CONFIDENTIAL INFORMATION filed with this Court prior to trial or received in evidence at
22 trial of this action, and any other materials falling within the terms of this Order which are so
23 designated at trial or at time of filing, shall be kept by the Clerk of this Court pursuant to the
24 Nevada Rules for Sealing and Redacting Court Records. Where possible only those portions of
25 documents consisting of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
26 INFORMATION shall be filed in sealed envelopes.

27 15. In the event a party designates as CONFIDENTIAL or HIGHLY
28 CONFIDENTIAL any information disclosed or discussed in the course of a deposition, the

1 reporter for the deposition shall be directed that questions, answers, colloquy, and exhibits
2 referring or relating to any such CONFIDENTIAL INFORMATION or HIGHLY
3 CONFIDENTIAL INFORMATION shall be placed in a separate volume labeled so as to reflect
4 the confidentiality of the material contained therein.

5 16. In the event any party deposing a witness wishes to show or disclose
6 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to a non-
7 party witness, or a witness not qualified under this Protective Order to receive such information,
8 the party shall not disclose the CONFIDENTIAL INFORMATION or HIGHLY
9 CONFIDENTIAL INFORMATION to the witness until such CONFIDENTIAL
10 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION has been shown or disclosed
11 to the attorney representing the Producing Party. The attorney representing the Producing Party
12 shall have a reasonable opportunity at the deposition to review the CONFIDENTIAL
13 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION and to object on the record to
14 its disclosure to the witness. In the event such an objection is interposed, the witness to whom
15 the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION will
16 be disclosed, and any persons attending the deposition who are not identified in paragraph 7 or 8
17 hereof, shall be first required to consent to and abide by the terms of this Protective Order before
18 the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION may
19 be disclosed. Should any person in the deposition refuse to consent to and abide by the terms of
20 this Protective Order, then he or she shall leave the deposition room until the conclusion of the
21 questioning concerning the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
22 INFORMATION, and shall not be entitled to receive copies of any CONFIDENTIAL
23 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION or portions of the transcript
24 relating to the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
25 INFORMATION absent further order of this Court. This procedure applies in the case of all
26 depositions conducted in this Action, whether conducted within or outside the State of Nevada.

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1 17. If any portion of a deposition transcript is filed and contains CONFIDENTIAL
2 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, that portion of the transcript
3 shall bear the appropriate legend on the caption page and shall be filed under seal.

4 18. A Recipient shall not be obligated to challenge the propriety of any
5 CONFIDENTIAL or HIGHLY CONFIDENTIAL designation when made, and failure to do so
6 shall not preclude a subsequent challenge thereto. In the event any party objects at any stage of
7 these proceedings to a CONFIDENTIAL or HIGHLY CONFIDENTIAL designation, such party
8 shall notify the Producing Party of its objection in writing specifically setting forth the objection.
9 If the parties are unable to resolve their dispute after making good faith attempts to do so, the
10 party challenging the designation may request appropriate relief from the Court, provided ten
11 days have passed since the Producing Party was first notified of the dispute. During the notice
12 period, the objecting party shall confer in-person or via telephone with the Producing Party in a
13 good faith effort to resolve the dispute. The objecting party's failure to meet and confer shall be
14 dispositive of the objecting party's right to further challenge, until it satisfies the meet and confer
15 standard and requirements, the propriety of any CONFIDENTIAL or HIGHLY
16 CONFIDENTIAL designation. The burden of proving information has been properly designated
17 as CONFIDENTIAL or HIGHLY CONFIDENTIAL is on the Producing Party.

18 19. Nothing in this Protective Order shall be construed as an admission or agreement
19 that any specific document or information is or is not confidential or is or is not otherwise
20 subject to discovery or is admissible in evidence. Nothing in this Protective Order shall be
21 deemed a waiver of any party's rights to oppose production of any information or documents for
22 any reason other than the confidentiality of such information or documents. All documents and
23 things designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL shall be used only for
24 purposes of this proceeding or for dealing with any claim or controversy that is or shall be the
25 subject of this proceeding.

26 20. Use of any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL
27 INFORMATION in any Court proceeding shall not, without further order of the Court, cause
28 such information to lose its CONFIDENTIAL or HIGHLY CONFIDENTIAL status. The parties

1 shall take all steps reasonably required to protect the confidentiality of such information during
2 such use.

3 21. The restrictions provided for herein shall not terminate upon the conclusion of this
4 Action but shall continue until further order of this Court; provided, however, that this Protective
5 Order shall not be construed: (i) to prevent any party or its counsel from making use of
6 information which was lawfully in its possession prior to its disclosure by the Producing Party;
7 (ii) to apply to information which appears in printed publications or becomes publicly known
8 through no fault of any party or its counsel; or (iii) to apply to information which any party or its
9 counsel has lawfully obtained since disclosure by the Producing Party, or shall thereafter
10 lawfully obtain, from a third party having the right to disclose such information.

11 22. Nothing in this Order shall preclude any party to the lawsuit or its attorneys from:
12 (i) showing a document or information designated as CONFIDENTIAL or HIGHLY
13 CONFIDENTIAL to an individual who either prepared or reviewed the document or information
14 prior to the filing of this Action; or (ii) disclosing or using, in any manner or for any purpose,
15 any information or documents from the party's own files which the party itself has designated as
16 CONFIDENTIAL or HIGHLY CONFIDENTIAL.

17 23. Upon final determination of the above-captioned proceeding, including all
18 appeals, except as provided herein below, all documents, photographs, video, or other
19 information designated CONFIDENTIAL or HIGHLY CONFIDENTIAL which are in the
20 possession of any Recipient shall be destroyed or returned to counsel of record for the Producing
21 Party, and all persons who have had access to or possession of the CONFIDENTIAL
22 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall certify that they have
23 either destroyed such material and all copies thereof or returned all such information and all
24 copies thereof to the Producing Party. Notwithstanding any of the foregoing, outside counsel
25 shall be entitled to keep their copies of pleadings and other papers submitted to the Court.

26 24. This Protective Order may be modified only by stipulation of the parties so
27 ordered by the Court or by other Order of the Court.

1 25. Parties later joined to this Action or not signing this Order shall not be entitled to
2 receive or review anything designated CONFIDENTIAL or HIGHLY CONFIDENTIAL under
3 the terms of this Order until and unless they sign and agree to the terms of this Order.

4 26. In the event a Recipient who has received CONFIDENTIAL or HIGHLY
5 CONFIDENTIAL subject to this Order is: (a) subpoenaed in another action; (b) served with a
6 demand in another action to which the person is a party; or (c) served with any other legal
7 process by one not a party to this action, that seeks CONFIDENTIAL or HIGHLY
8 CONFIDENTIAL, he, she, or it shall give prompt written notice of the receipt of such subpoena,
9 demand or other legal process to the designating party and its counsel, and upon request, shall
10 reasonably cooperate with the designating party in its efforts to protect the CONFIDENTIAL or
11 HIGHLY CONFIDENTIAL designated information from disclosure.

12 27. This Protective Order shall apply to pretrial proceedings and discovery only. The
13 Court will establish separately any necessary procedures for handling CONFIDENTIAL
14 INFORMATION or HIGHLY CONFIDENTIAL INFORMATION during the trial of this
15 matter. The District Court Judge designated to hear discovery matters in this action may hear
16 and decide all matters arising under this Order.

17 DATED this 20th day of August, 2012. DATED this 20th day of August, 2012.

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IT IS SO ORDERED this 21st day of August, 2012.

UNITED STATES DISTRICT MAGISTRATE JUDGE

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